

Sample Restrictive Covenants for private properties

1. No lot or group of lots in SandyPort may be divided or sub-divided into smaller lot or lots.
2. No trade manufacture business profession or commercial undertaking (including the business of a guest house proprietor boarding-house keeper or hotel operator) shall be permitted on any lot and no lot shall be used for any purpose other than residential purposes.
3. No “duplex house” apartment house hotel or other building designed for occupation by more than one family with its guests and servants shall be built on any lot. Notwithstanding the foregoing the Vendor shall be at liberty to construct apartments condominiums or townhouses on any lot or lots pursuant to its power of modification or variation and release hereinbefore contained.
4. Not more than one private residence or dwelling house with appropriate outbuildings (including rooms for accommodation of guests servant’s quarters and garage or combined garage and apartment) shall be built on any lot. Provided Always that nothing herein contained shall be deemed to restrict the building of one private residence or dwelling house on more than one lot.
5. No building fence wall or other structure including but not limited to, garage, swimming pool house drives parking areas landscaping sea wall slip, boat landings, dock, piers dolphins or mooring posts modifications or alterations (“Structures”) whatsoever shall be erected placed or altered on any lot or canal unless and until the proposed detailed plans and specifications thereof shall have been approved in writing by the Vendor. All structures shall be of the Sandyport Georgian Colonial style. Every application to the Vendor shall be in writing and shall be accompanied by (a) the detailed plans and specifications of the proposed Structures including adequate off street parking and exterior colour (b) the details of the proposed type of construction (c) a plot plan showing the proposed location of Structures on the lot and (d) a drainage plan showing the position of drainage swales and conduits and (e) a construction schedule (collectively called “the Plans”). Such approval shall not be given if the Vendor in its sole discretion determines that the proposed Structures would affect the integrity (by appearance or otherwise) or endanger any part of the remainder of the Sandyport Property or buildings. The issuance by the relevant Government authorities of a building permit which may be in contravention of these restrictions shall not prevent the Vendor from enforcing these provisions.
6. No building generally shall be of a construction other than reinforced concrete frame and masonry block with reinforced concrete strip foundations and reinforced concrete ground slab. Exterior walls are to be finished in cement stucco rendering with painted finish. Doors and windows are to use colonial style muntins where not covered by a balcony or roof. The roof structure shall be designed to meet with the wind velocity requirements of The Bahamas Building

Code. Roofs shall be shingled with wood or three (3) dimensional ragged cut asphalt. Utility connections shall be underground. Chain link shall not be used for fencing. The cables and wires for the supply of electricity, water, telephone and sewerage shall be installed under the roadway running along the boundary of a lot and all connection charges shall be for the lot owner.

7. No building if consisting of one storey shall have an interior area of less than One thousand five hundred (1,500) square feet or if consisting of two stories shall have an interior area on the ground floor thereof of less than One thousand (1,000) square feet PROVIDED THAT such interior area as herein prescribed shall be measured from the outside of each wall and shall not include garages terraces decks open porches screened porches and the like areas.
8. No Structure shall be built erected or landscaped other than according to the Plans approved in writing before the same is commenced and shall not after be altered in external appearance without the like approval of the Vendor in writing.
9. If within forty-five (45) days after the issue of a receipt in writing for such Plans by the Vendor no written objection shall have been received by the owner from the Vendor then such Plans shall be deemed to have been approved.
10. No Structure shall extend beyond the setback lines or height hereinafter stipulated provided that where more than one lot is intended as a single building site the setback lines between contiguously owned lots shall not apply and the setback lines shall be calculated from the perimeter lot lines of the multiple lot site and the following provision of this paragraph shall be construed accordingly. No structures including porches or projections of any kind shall be more than three (3) stories in height with a maximum of forty (40) feet in height above ground level; at a lesser distance than twenty (20) feet from the road boundary line; at a lesser distance than five (5) feet from the side boundary lines, at a lesser distance than twenty (20) feet from canal front boundary line. No docks or jetties shall extend beyond six (6) feet from the canal front boundary line or extend to within six (6) feet each side boundary.
11. No fence wall or boundary structure shall exceed four (4) feet in height three(3) feet on the canal front boundary or be erected closer that eight (8) feet from the road boundary to avoid the drainage and utility easements which are up to five (5) feet wide on each side of the road. Nothing shall be done over on or under the areas in respect of which easements are expected or reserved for utilities which will or may prevent impede or interfere with the use of such areas for the purpose of laying erecting inspecting maintaining repairing replacing and renewing cable pipe lines conduits wires poles and other apparatus for the purposes of supplying water electricity and telephone services in Sandypoint and for the purpose of providing drainage and sewerage facilities to Sandypoint and every part thereof.
12. No temporary building of any kind shall be built except sheds or workshops to be used only for the works incidental to the erection of any permanent buildings.

13. All construction activity on any lot and traffic shall be subject to the general supervision of the Vendor.
14. Nothing shall be done or permitted or suffered to be done on any lot which may be or become an annoyance or nuisance or danger to the owners or occupiers of adjoining lot owners or to navigation of the waterways.
15. An owner whose property borders on or includes the Sandypoint security fence shall not breach the fence in any manner and shall report to the Vendor anything or matter which might cause the integrity of the security of the fence to be lost.
16. No immoral improper offensive or unlawful use shall be made of any lot.
17. No commercial fishing boat shall be docked at any lot.
18. No swine cows horses poultry or objectionable animals or creatures shall be kept raised or maintained PROVIDED ALWAYS that a single dog weighing less than fifty (50) pounds when adult and a single cat shall not be deemed to be objectionable animals and providing nevertheless that they do not constitute a nuisance that they are normally kept inside the house and that they are not bred regularly.
19. No sign billboard boarding or other advertising device of any kind shall be erected or displayed on any lot and PROVIDED THAT nothing shall be deemed to restrict the erection of property identification and like signs and PROVIDED THAT such signs do not exceed two square feet (2sq. ft) on the surface area.
20. No radio or television antenna or satellite (dish) antenna shall be erected on any lot that is not adequately screened so that it is not visible from the street or waterways.
21. No private water well shall be drilled or maintained on any land without the written approval of the Vendor.
22. No earth closet septic tank or open pit toilet or cesspit shall be constructed or maintained on any lot after the installation of a main sewerage disposal system by the Vendor. Except with the prior written consent of the Vendor no domestic wastes shall be discharged or disposed of otherwise than into property installed septic tanks and after installation as aforesaid the Sandypoint sewerage disposal system.
23. No large trees measuring six (6) inches or more in diameter at ground level may be removed from any lot without the written approval of the Vendor unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such buildings.
24. No burning or incineration of any trash, garbage, garden cuttings or other rubbish shall be permitted on any lot. No trash, garbage or other rubbish shall be permitted to accumulate on any lot otherwise than in a container or containers provided therefore by the owner and shall not ordinarily be visible from the street or waterways and if after Thirty (30) days' notice the owner shall fail or refuse to keep his lot free of refuse piles or other unsightly objects then the Vendor may

enter upon the lot and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

25. No trailer boat recreational vehicle tent tree house or other similar out-building structure or article shall be placed on any lot at any time either temporarily or permanently that is not adequately screened so that is not ordinarily visible from the street or waterways.
26. No owner shall permit or suffer to be done or keep in his house or upon his lot anything which may increase the rate of insurance on adjoining lots on the Sandyport property or any part thereof or which shall obstruct or interfere with the rights of other owners or cause annoyance to them by noise or smell.
27. No owner shall allow any structure on his lot to fall into a state of disrepair nor weeds, under brush or unsightly growth to remain thereon and all garden areas shall be landscaped groomed and maintained in a reasonable manner and all walls roofs and other structures whatsoever properly painted and decorated in keeping with the high standards of the Sandyport Development as a whole. If the owner shall fail to maintain his structures or landscaping after notice in writing then the Vendor may enter upon the lot and undertake necessary repairs or landscaping at the expense of the owner and such entry shall not be deemed a trespass.
28. No farming or planting of vegetable or produce shall be carried out on any lot until a house has been constructed thereon and occupied.
29. No building or other structure shall remain unfinished for more than One (1) year after the same shall be commenced.
30. No garments rugs bedding washing and the like shall be hung from windows or balconies or the patios of any house or garden area thereof that is visible from the waterways or the road.
31. No unreasonable noise shall be made in any house and an owner shall cause reasonable care to be exercised in the use of musical instruments radios television receivers amplifiers and the like upon his lot.
32. An owner may lease or rent his lot and premises provided that the lessee is bound by all the conditions restrictions and stipulations to which the owner is subject.
33. The owner shall observe and obey the rules for the use of the Common Areas of Sandyport promulgated from time to time by the Vendor in accordance with the terms of the License to the user thereof or for the use of the waterways.
34. No owner shall fish water ski or operate a jet ski in the waterways of Sandyport. A maximum speed of five (5) miles per hour shall be observed by watercraft in the waterways.
35. The failure of the Vendor to enforce any covenant or condition herein contained shall in no event be deemed a waiver of the right to enforce the same or any other.

